

3.

A copy of the Agreement is attached hereto as Exhibit “A”.

4.

Pursuant to Lynn’s Food Stores, Inc. v. United States of Am., 679 F.2d 1350, 1353 (11th Cir. 1982), judicial approval is required to give effect to Plaintiff’s release of his FLSA claims, which is material to the Agreement.

5.

In determining whether the Agreement is fair and reasonable, the Court should consider the following factors:

- (1) the existence of collusion behind the settlement;
- (2) the complexity, expense, and likely duration of the litigation;
- (3) the stage of the proceedings and the amount of discovery completed;
- (4) the probability of plaintiff’s success on the merits;
- (5) the range of possible recovery; and
- (6) the opinions of counsel.

See *Leverso v. South Trust Bank of Ala. Nat. Assoc.*, 18 F. 3d 1527, 1531 n. 6 (11th Cir. 1994); *Hamilton v. Frito-Lay, Inc.*, No. 6:05-cv-1592-Orl-22JGG, 2007 U.S. Dist. LEXIS 10287, at *2-3, (M.D. Fla. 2007). There is a strong presumption in favor of finding a settlement to be fair. *Edwards v. CFR Sales & Marketing*, 2011 U.S. Dist.

Lexis 134705)(citing *Cotton v. Hinton*, 559 F. 2d 1326, 1331 (5th Cir. 1977)).

6.

The amounts of backpay and liquidated damages in the settlement is equivalent to one hundred percent (100%) of the amount Plaintiff would receive if he was successful on all claims at trial.

7.

The undersigned counsel submit that the Agreement is reasonable in both terms and amounts.

8.

Plaintiff elected to accept the amounts set forth in the Agreement in full settlement of his claims against Defendants.

9.

The amount of attorneys' fees and costs set forth in the Agreement represents legal work that was necessary to the prosecution of this case at rates previously approved for Plaintiff's counsel in FLSA cases in this District. The amounts include a contractually set payment of 25% of the non-wage income portions paid to Plaintiff in consideration of counsel's agreement to advance reasonable costs and based on differing standards for the award of non-wage income damages under the FLSA.

10.

Once the Court approves the Agreement, and all Payments are made, the Parties will file a Stipulation of Dismissal of this case with prejudice.

11.

The parties request that the Court retain jurisdiction over this matter and incorporate the Agreement into its Order granting this Motion.

12.

Pursuant to LR 7.1, NDGa, the below signatory attorneys certify that this motion was prepared with Times New Roman (14 point), one of the fonts and point selections approved by the Court in LR 5.1 C, NDGa.

WHEREFORE, the Parties respectfully request that this Court review and approve their Settlement Agreement and Release of Claims. For the Court's convenience, a proposed Order granting this Motion is attached hereto as Exhibit "B".

Respectfully submitted,

**DELONG CALDWELL BRIDGERS
FITZPATRICK & BENJAMIN, LLC**

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